TERMS OF USE AGREEMENT

THIS TERMS OF USE AGREEMENT ("**AGREEMENT**") GOVERNS YOUR USE OF THE CLOUD SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, USING THIS SERVICE OR BY EXECUTING THIS AGREEMENT OR ANOTHER AGREEMENT OR AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE CLOUD SERVICES.

You may not access the Cloud Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking purposes.

This Agreement is effective between You and Us as of the date of You accepting this Agreement.

1. **DEFINITIONS**

"**Affiliate**" means any entity and its successors which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.

"**Authorized Reseller**" means a reseller of Juniper Products that sells Juniper Products and Cloud Services to End Users pursuant to a valid contract with Juniper Networks to conduct such resale activities.

"**Client Software**" means the portion of the Software which enables You to access, manage or utilize the Cloud Service.

"**Cloud Services**" means the online, web-based applications and platform provided by Juniper via Juniper designated websites (including as described in the User Guide), that are ordered by You as part of a free trial or purchased Cloud Services, including associated offline components, but excluding third party applications, that You purchase from Juniper Networks or an Authorized Reseller as a subscription.

"**DPA**" means Juniper's Data Processing Agreement posted at the following URL (or such other URL that Juniper may designate from time to time): https://www.juniper.net/assets/us/en/local/pdf/legal/data-protection-and-privacy-exhibit-for-juniper-services.pdf.

"**Embargoed Region**" means a country or region subject to comprehensive embargo under US or Netherlands law or regulation or that is classified under US Export Administration Regulations (EAR) as a Group E:1 or E:2 country (see US EAR Supplement No. 1 to Part 740). Regions qualifying under this definition of Embargoed Region as of January 2018 include Cuba, Iran, North Korea, Syria, Sudan and the region of Crimea.

"**Fulfillment Email**" means the email document that confirms Your purchase of the Subscription Term and SKU and, if applicable, contains the license key or activation number, respectively for the Cloud Service.

"**Juniper Privacy Policy**" means the Juniper Privacy Policy posted at the following URL (or such other URL that Juniper may designate from time to time): https://www.juniper.net/us/en/privacy-policy/.

"**Juniper Product**" or "**Juniper Products**" means Juniper Networks hardware products and Software products, or any part thereof, that You purchase or license from Juniper Networks or purchases from an Authorized Reseller.

"**Malicious Code**" means viruses, worms, time bombs, trojan horses and other harmful or malicious code, files, scripts, agents, programs, or any identifying information or other metadata associated with them, such as suspected malicious website, url or IP addresses.

"**Processed Data**" means information about Your devices or systems in connection with Your usage of the Cloud Service, as well as any network management information or configuration data from the use of Your Processed Data with the Cloud Service..

"**Software**" means the program modules and features of any Juniper supplied software. "Software" also includes Juniper supplied updates, upgrades and new releases of such Software.

"Subscription Term" means the period of time during which the Cloud Services subscription is active, as set forth in the Fulfillment Email for such Cloud Services.

"**Suggestions**" means all suggested improvements to the Cloud Services that You provide to Us.

"**Support Description Document**" means a Services Description Document posted at the following URL (or such other URL that Juniper may designate from time to time): http://www.juniper.net/support/guidelines.html.

"**User Guide**" means the online user guide, technical guide or data sheets for the Cloud Services, accessible via a Juniper designated website as updated from time to time.

"**Users**" means individuals who are authorized by You to use on Your behalf the Cloud Services for which subscriptions have been purchased by You or as part of a free trial, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include, but are not limited to, Your employees, consultants, contractors and agents; or third parties with which You transact business.

"**We**," "**Us,**" "**Our**", "**Juniper**" or "**Juniper Networks**" means (a) Juniper Networks International B.V. if Cloud Services will be deployed, accessed, or purchased in Europe (excluding the United Kingdom), the Middle East or Africa; or Asia; (b) Juniper Networks (US), Inc. if Products and/or Cloud Services will be shipped to, deployed, accessed, or purchsased in North America, Central America or South America; or (c) Juniper Networks (UK) Limited if Products and/or Cloud Services will be shipped to, deployed, accessed, or purchased in the United Kingdom, and in each case, any Juniper Affiliate of the applicable Juniper Networks entity to whom this Agreement may be assigned. As used in connection with the provision of Cloud Services, the term "Juniper Networks" or "Juniper" under this Agreement may include authorized services representatives of Juniper.

"**You**" or "**Your**" means the company or other legal entity for which you are accepting this Agreement (but excluding any parent, subsidiary or other Affiliate of any of the foregoing).

"**Your Data**" means all information submitted by You to the Cloud Services and may include third party data that You submit to the Cloud Services.

2. **FREE TRIAL**
   2.1. Upon acceptance of this Agreement, We may provide the Cloud Services to You free of charge until the earlier of (a) cancellation of free trial Cloud Services in Our sole discretion and without notice, (b) expiration of free trial Cloud Services, time-limited by Us under additional trial terms, (c) if applicable, the Client Software, if any, is no longer a supported release under an active Juniper Care Service Contract under the terms of Your End User Support Agreement located at https://www.juniper.net/support/guidelines.html or, to the extent applicable, written agreement for Software support and maintenance services between You and Juniper, or (d) the start date of any purchased Cloud Services ordered by You. Additional trial terms and conditions may appear on the Juniper registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. If the Cloud Service is made available as a feature of a Juniper Product, the Juniper Product(s) is/are not provided as a part of the Cloud Service and must be purchased separately from an Authorized Reseller or Juniper Networks.
   2.2. Please review the User Guide during the trial period so that You become familiar with the features and functions of the purchased Cloud Services before You make Your purchase. You acknowledge that You have had the opportunity to review the User Guide.

3. **RESPONSIBILITIES AND RESTRICTIONS**
   3.1. **Our Responsibilities.** In accordance with the applicable Support Description Document and/or User Guide We shall provide to You basic support for the purchased Cloud Services at no additional charge through the Juniper Technical Assistance Center. Maintenance services for Cloud Services are subject to the terms and conditions of this Agreement, including, without limitation, the End User Support Agreement and the applicable Support Description Document.
   3.2. **Your Responsibilities.** You shall (i) require your Users' compliance with this Agreement, (ii) if applicable, be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) prevent unauthorized access to or use of the Services, and notify Us promptly both orally and in writing of any such unauthorized access or use, (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations, (v) obtain any and all third party consents necessary for the Services to utilize Your Data, (vi) if applicable, maintain the supported release

of the Client Software and also maintain the Juniper Products connected with the Cloud Service under the terms of Juniper's applicable support services contract or like contract issued by a Juniper-authorized support services partner, and (vii), use the Cloud Services with only appropriately licensed and Juniper approved third party software and technology. If the Cloud Service is made available as a feature of a Juniper Product, the Juniper Product(s) is/are not provided as a part of the Cloud Service and must be purchased separately from an Authorized Reseller or Juniper Networks. To the extent that Cloud Services include security features and functionalities, You will not rely on the Cloud Services as Your network's sole, complete, or timely source of protection from network security threats, including but not limited to, Malicious Code.

3.3. **Restrictions.** You shall not (a) authorize or allow any person or entity's direct or indirect access to the Cloud Services (or make use of the Cloud Services) other than a User or Users acting for Your sole benefit in furtherance of Your internal business operations; (b) use the Cloud Services with third party products other than those for which the Cloud Services were purchased or otherwise intended to be used with Our Cloud Services, (b) sell, resell, rent or lease the Cloud Services, (c) use the Cloud Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Cloud Services to store or transmit Malicious Code (except to the extent that the Cloud Services include malware scanning, security screening or other threat detection features, such as the option for You to submit custom threat feeds), (e) interfere with or disrupt the integrity or performance of the Cloud Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Cloud Services or their related systems or networks (g) permit any third party to access the Cloud Services except as permitted herein, (h) create derivative works based on the Cloud Services, (i) copy, frame or mirror any part or content of the Cloud Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (j) reverse engineer the Cloud Services, or k) access the Cloud Services in order to (1) build a competitive product or service, or (2) copy any features, functions, user interfaces or graphics of the Cloud Services. Additionally, You shall take all necessary precautions to prevent any individual, entity or organization from gaining access to the Cloud Service if You know, or have reason to believe, that such individual, entity or organization is (or is acting on behalf of) either (1) any individual, entity or organization identified as a sanctioned party on any list maintained and published by the U.S. Department of Treasury, Office of Foreign Asset Control, or on any similar list of sanctioned parties published by an agency of the UN, the EU or any member country of the EU, or (2) an entity or organization 50% or more controlled, directly or indirectly, by a party so listed. You shall take all necessary precautions to prevent any Juniper Product or other physical or virtual network device from directly or indirectly accessing or engaging in any session or other network communication with the Cloud Services if You know or have reason to believe either (i) that such Juniper Product or device is located in an Embargoed Region or (ii) has otherwise been exported or re-exported in violation of US or other applicable export controls. We reserve the right, without liability to Us, to disable Your access to the Cloud Services in the event of any material breach by You or Your Users or anyone on Your behalf, of the provisions set forth in this Section 3.3.

3.4. **Network Connection**. You shall be solely responsible for procuring and maintaining Your network connections and telecommunication links from Your systems to Our servers where the cloud-based Software is installed. You shall be solely liable for problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links, or internet connection.

3.5. **Subscription Activation.**   For Cloud Services that are purchased as part of a combined solution with Juniper hardware Products, the Subscription Term will begin upon shipment of the Juniper hardware Product and delivery to You (via email) of the activation codes (whichever occurs last) and continue to be in full force and effect up to the end of the Subscription Term. For any stand alone Cloud Services, or Cloud Services that are optional services in addition to other Juniper Products, the Subscription Term begins upon receipt of the Fulfillment Email.

3.6. **Expired Subscription Renewals.** For Mist Cloud Service subscriptions that have lapsed, (i) subscription renewals will be backdated to the day following the end of the expired Subscription Term, and (ii) after thirty (30) days, We will disable Your access to the Mist Cloud Service. If Your access is disabled due to a lapse of thirty (30) days, then You must purchase a new subscription to resume the Mist Cloud Service. For

purposes of clarity, this Section 3.6 does not apply to other Juniper Cloud Services. With the exception of Mist Cloud Services, all other lapsed Juniper Cloud Service renewals will be treated as new Subscriptions.

3.7. **Payment Terms**. If You are buying pass-through Cloud Services from Authorized Reseller, You will pay all fees based on Authorized Reseller's invoice. In the event that You are purchasing Cloud Services directly from Us, You will pay Us the Cloud Services fee based on Our invoice within thirty (30) days of the invoice date.

3.8. **Cancellations**. Pre-paid subscriptions to Cloud Services are non-cancellable and non-refundable unless such cancellation is due to Juniper's breach of these Terms.

4. **PROPRIETARY RIGHTS**
    4.1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Cloud Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
    4.2. **Processed Data.** In connection with Your use of the Cloud Services, We collect and use Processed Data in accordance with the Juniper Privacy Policy. We use Processed Data to enable, optimize and provide the Cloud Services and support to You and to improve Our Cloud Services in general, including but not limited to, integrating such Processed Data on an anonymized basis into our Cloud Services. By using Our Cloud Service, You agree to allow Us to use suggestions and collect Your Data to generate Processed Data as defined in this Agreement, subject to the protections and representations made in Sections 5.3 (Protection of Your Data) of this Agreement, as well as any applicable User Guide and the Juniper Privacy Policy.
    4.3. **Federal Government End Use Provisions.** We provide the Cloud Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Cloud Services include only those rights customarily provided to the public as referenced herein. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.
    4.4. **Software.** Depending upon the Cloud Service purchased, as described within the applicable User Guide, the Cloud Services may be provided through licensed Software which is subject to the Juniper Networks End User License Agreement found at www.juniper.net/support/eula or as otherwise agreed by the parties in writing.

5. **CONFIDENTIALITY**
    5.1. **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data (other than Licensed End User Materials); Our Confidential Information shall include the Cloud Services and Software; and Confidential Information of each party shall include the terms and conditions of this Agreement and all order forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
    5.2. **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and

(ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

5.3. **Protection of Your Data.** Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data as described in the User Guides and/or the applicable. To the extent Your Data includes Personal Data, as defined in the DPA, the terms of the DPA are hereby incorporated by reference and shall apply. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Us, the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, You and Your applicable Affiliates are each the data exporter, and Your acceptance of this Agreement, and an applicable Affiliate's execution of an order form for Cloud Services, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

5.4. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by court order or subpoena to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

5.5. **Injunctive Relief.** In the event of a threatened or actual breach of this Section 5, the non-breaching party shall be entitled to seek immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other available remedies.

6. **WARRANTIES AND DISCLAIMERS**

6.1. **Purchased Cloud Services Warranty.** We warrant that (i) the purchased Cloud Services shall perform materially in accordance with the applicable User Guide, and (ii) the functionality of the purchased Cloud Services will not be materially degraded during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 9.3 (Termination for Cause) below.

6.2. **Disclaimer of Free Trial Cloud Services. THE CLOUD SERVICES PROVIDED AND DESCRIBED UNDER SECTION 2 (FREE TRIAL) ARE PROVIDED "AS-IS" AND "AS-AVAILABLE" WITH NO WARRANTY, REPRESENTATION, OR CONSIDERATION OF ANY KIND.**

6.3. **Your Warranties.** You represent and warrant that (i) You have the legal power to enter into this Agreement, and (ii) You obtained any and all necessary third party consents to legally provide Us with Your Data.

6.4. **Disclaimer.** JUNIPER DISCLAIMS ANY WARRANTY, REPRESENTATION, CONSIDERATION OR ASSURANCE THAT THE CLOUD SERVICES OR THE NETWORK RUNNING THE CLOUD SERVICES WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. JUNIPER FURTHER DISCLAIMS ANY WARRANTY, REPRESENTATION, CONSIDERATION OR ASSURANCE THAT ANY SECURITY FEATURES INCLUDED WITH THE CLOUD SERVICES WILL BE PROVIDED IN REAL TIME. EXCEPT FOR THE EXPRESS WARRANTIES AND REMEDIES SET FORTH IN SECTION 6.1 (PURCHASED SERVICES WARRANTY) AND TO THE EXTENT PERMITTED BY LAW, JUNIPER DISCLAIMS ALL CONDITIONS, REMEDIES AND WARRANTIES IN AND TO THE CLOUD SERVICES (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, THAT WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. JUNIPER SHALL HAVE NO LIABILITY FOR YOUR FAILURE TO COMPLY WITH SECTION 3.2. This disclaimer and exclusion shall apply even if the express warranty fails of its essential purpose.

7. **INDEMNIFICATION**
   7.1. **Indemnification by You.** You shall defend Us and our Affiliates against any claim made or brought against Us by a third party alleging that Your Data, or Your use of the Cloud Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates any applicable law or breaches any contract, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the claim; (b) give You sole control of the defense and settlement of the claim (provided that You may not settle any claim unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.
   7.2. **Exclusive Remedy.** This Section 7 (Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

8. **LIMITATION OF LIABILITY**
   8.1. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF JUNIPER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS AND LICENSORS TO YOU FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY WHETHER UNDER CONTRACT OR STATUTE, IN TORT (INCLUDING PRODUCT LIABILITY) OR OTHERWISE, EXCEED THE GREATER OF (I) ONE HUNDRED US DOLLARS ($100.00) FOR ALL JUNIPER SOFTWARE LICENSED TO YOU IN CONNECTION WITH THE CLOUD SERVICES PURSUANT TO A SEPARATE JUNIPER NETWORKS END USER LICENSE AGREEMENT AS PROVIDED IN SECTION 4.4; OR (II) THE PRICE PAID TO JUNIPER FOR THE CLOUD SERVICES WHICH GAVE RISE TO THE CLAIM.
   8.2. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER JUNIPER NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA (other than breach of confidentiality obligations), OR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR CLOUD SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SOFTWARE, TO USE OF THE CLOUD SERVICES, CLIENT SOFTWARE OR TO ANY UPDATES.

9. **TERM AND TERMINATION**
   9.1. **Term of Agreement.** This Agreement commences on the date You accept it and continues until all Cloud Services provided hereunder have expired or been terminated. If You elect to use the Cloud Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate upon the cessation of the free trial services.
   9.2. **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
   9.3. **Data**. The treatment of Your Data upon expiration is described in the Privacy Policy and/or the applicable User Guide.
   9.4. **Surviving Provisions.** 4 (Proprietary Rights), 5 (Confidentiality), 6.4 (Disclaimer), 7 (Indemnification), 8 (Limitation of Liability), and 10 (General Provisions) shall survive any termination or expiration of this Agreement.

10. **GENERAL PROVISIONS**
    10.1. **Governing Law; Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California except for its choice of law rules. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. For any disputes arising out of this Agreement, You consents to the personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California, U.S.A. If the jurisdiction You are incorporated in will not recognize and enforce the judgment of a California court, You agree that any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International

Arbitration Rules. In such a situation: (a) there shall be a single arbitrator selected by Juniper; (b) the place of arbitration shall be San Francisco, California, U.S.A.; (c) the language of the arbitration shall be English; and (d) any award of the arbitral tribunal shall be final and binding on the parties. The arbitral award may be enforced in any court of competent jurisdiction. Nothing herein shall preclude any party from seeking interim relief or orders for interim preservation in any court of competent jurisdiction. Any such application to a court shall not be considered demonstrating an intention to act inconsistently in any way with these terms to settle disputes by arbitration in accordance with the preceding clause. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of confidentiality or such party's intellectual property or proprietary rights.

10.2. **Entire Agreement.** The terms and conditions contained in this Agreement constitute the entire agreement between the parties and supersede all previous and/or contemporaneous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement, including but not limited to any preprinted terms on purchase orders, invoices, advertising and sales literature.

10.3. **Modifications.** We may modify this Agreement (including any policies) at any time by posting a revised version at https://support.juniper.net/support/tou/; provided, however, that we will provide at least ninety (90) days' advance notice in accordance with Section 10.6 (Notices) for any modifications to this Agreement that are reasonably likely to have a material advese effect on Our provision of the Cloud Service. Any such modification to the terms will become effective upon renewal of your Cloud Services subscriptions or upon the purchase of new Cloud Service subscriptions. We last modified this Agreement on the date listed at the end of this Agreement.

10.4. **Force Majeure.** Except for Your payment obligations, neither party will be responsible for any failure to perform due to causes beyond its reasonable control.

10.5. **Assignment.** You may not assign, sub-contract and/or delegate or otherwise transfer its licenses, rights or duties under this Agreement, including to an Affiliate of Yours, except with the prior written consent of Juniper Networks. Any prohibited assignment will be void. You may not offset or withhold any amounts due and payable hereunder against any claim, liability or judgment You may have against Juniper Networks without Juniper Networks' express written consent. Juniper Networks may assign, sub-contract or delegate any or all of its rights and/or obligations under this Agreement to any Juniper Affiliate without Your consent upon written notice to You, which shall include the contact information and address of the Juniper Affiliate for purposes of giving notices under this Agreement pursuant to Section 10.5. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and successors and assigns.

10.6. **Notices.** All notices ("Notices") shall be in writing and delivered by personal delivery, by certified or registered mail, return receipt requested or by a recognized overnight delivery service. Any such Notices shall be considered given upon receipt, as confirmed by the delivery confirmation record. For notices to You, we may provide Notices to you under this Agreement by (a) posting a notice on the Juniper.net site; or (ii) sending a message to the email address then associated with your account. All Notices shall be sent to the respective address, as set forth below, or to such other address as may be specified by either party to the other in writing in accordance with this Section.

For notices to Juniper Networks (US) Inc., You shall send notices to 1133 Innovation Way, Sunnyvale, CA 94089 USA, Attn: Legal; for notices to Juniper Networks International, B.V., End User shall send notices to Boeing Avenue 240 1119 PZ Schiphol Rijk Amsterdam NL, Attn: Legal.

For notices to You: Your address on the purchase order for the purchased Cloud Services or Your address indicated when You register at Juniper Networks' Customer Support Center and/or Your email address associated with your account.

10.7. **Amendment; Waiver.** Neither modification to this Agreement, nor any waiver of any rights shall be effective unless assented to in writing by the party to be charged and the waiver of any other right hereunder or any subsequent breach or default.

10.8. **Severability.** If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties shall seek in good faith to agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.

10.9.**Click-through English Version of Agreement Governs**. The click-through, English language version of this Agreement constitutes the entire understanding and contract between the parties and supersedes all prior agreements, commitments or representations between the parties, whether oral or written, as well as any downloaded or translated version of the Agreement, whether or not such downloaded or translated version is signed (including by digital or other electronic means) by either party. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

This document was posted on July 30, 2020